

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6205406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BRIDGE ENERGY GROUP LLC	08/14/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ACCENTURE GLOBAL SOLUTIONS LIMITED	
<b>Street Address:</b>	3 GRAND CANAL PLAZA	
<b>Internal Address:</b>	GRAND CANAL STREET UPPER	
<b>City:</b>	DUBLIN	
<b>State/Country:</b>	IRELAND	
<b>Postal Code:</b>	4	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8954612
	<b>Patent Number:</b>	8468272
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	5714320800	
<b>Email:</b>	sstesney@harrityllp.com	
<b>Correspondent Name:</b>	HARRITY & HARRITY, LLP	
<b>Address Line 1:</b>	11350 RANDOM HILLS ROAD	
<b>Address Line 2:</b>	SUITE 600	
<b>Address Line 4:</b>	FAIRFAX, VIRGINIA 22030	
<b>ATTORNEY DOCKET NUMBER:</b>	0095-0638/0095-0638C1	
<b>NAME OF SUBMITTER:</b>	NATALIE PARCELL	
<b>SIGNATURE:</b>	/Natalie Parcell/	
<b>DATE SIGNED:</b>	07/17/2020	
<b>Total Attachments: 14</b>		
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## GENERAL DEED OF ASSIGNMENT

### of Intellectual Property Rights

#### relating to the Business of Bridge Energy Group between

**Bridge Energy Group LLC** (formerly Bridge Energy Group, Inc.), a Delaware limited liability company ("**Assignor**"),

and

**Accenture Global Solutions Limited**, a company registered in Ireland with company number 554978 and having its registered address at 3 Grand Canal Plaza Upper Grand Canal Street, Dublin 4, Ireland ("**Assignee**").

#### WHEREAS

Pursuant to the Stock Purchase Agreement dated May 31, 2019 ("**SPA**") among Assignor, Accenture Inc., the Seller Group and Seller Representative (as defined therein), Accenture Inc. agreed to acquire all of the capital stock of Assignor;

#### WHEREAS

On May 31, 2019, the transaction closed pursuant to the SPA;

#### WHEREAS

Assignor is the sole owner of all Intellectual Property Rights (as hereinafter defined) relating to the business of the Assignor and has the sole right of assignment, transfer, sale and conveyance; and

#### WHEREAS

Assignor is willing to assign, and the Assignee wishes to acquire, the Intellectual Property Rights for the consideration and upon the terms set out in this General Deed of Assignment ("**Deed**").

#### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

##### 1. ASSIGNMENT

1.1 In consideration of the sum of the Original Purchase Price as set forth in Schedule 4 payable and subject to any adjustments according to Schedule 4, the Assignor hereby sells, assigns, transfers and conveys with effect from the **Effective Date** (as defined in Schedule 3) and for the worldwide territory to the Assignee:

- all the property, right, title and interest in and to the intellectual property rights vested in the Assignor as described in Schedule 1 ("**Intellectual Property**")

**Rights”),** free and clear of all liens and encumbrances other than those disclosed in Schedule 2; and

- all rights of the Assignor to institute and maintain proceedings against any person or entity in respect of any infringement of any of the Intellectual Property Rights whether such infringement or wrongful use occurred prior to the Effective Date or occurs on or after the Effective Date, which rights shall include the right to sue for past damages and recover damages for past infringements and other remedies in respect of any past or future infringements or violations of such rights and to retain any damages obtained as a result of such action.
- 1.2 To the extent that applicable law prevents the assignment of Intellectual Property Rights or parts thereof, this deed shall be construed as an irrevocable and perpetual exclusive worldwide license to Assignee to use, copy, modify and sublicense to any third party the respective Intellectual Property Rights or the unassignable parts thereof; and to provide Assignee substantially the same rights of paragraph 1.1 to institute and maintain proceedings against any person in respect of any infringement of any of the Intellectual Property Rights and to retain any damages arising.
- 1.3 Notwithstanding the foregoing, this assignment shall not constitute an assignment or attempted assignment of any agreement (or part thereof) if the attempted assignment thereof, without the consent of the other party thereto, would constitute a breach thereof or would in any way adversely affect the rights of Assignor or Assignee, unless and until such consent has been granted. Assignor and Assignee covenant and agree that in any such case the beneficial interest in and to any such agreements (or the relevant part thereof) shall in any event pass hereby to Assignee. Assignor further covenants and agrees (i) to hold and hereby declares that it holds any and all such agreements (or the relevant part thereof) in trust for the benefit of Assignee, its successors and assigns, (ii) to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same, (iii) to make or complete such transfer or transfers as soon as reasonably possible, and (iv) to cooperate with Assignee in any assignment or other reasonable arrangement designed to provide for Assignee the benefits of and under any such agreement.
- 1.4 Each party (i.e. Assignor or Assignee) shall be solely responsible for and pay all taxes due and arising on profits, gains or income in respect of their trading income, property or any other investment.
- 1.5 All amounts payable under this Deed shall be exclusive of any indirect taxes. Indirect taxes shall include, but not be limited to, sales, use, excise, value added, goods and services, consumption, and other similar taxes and duties. Such taxes shall be payable in addition to the consideration due under this Deed at the appropriate prevailing rate. Where the Assignor is obliged by applicable law to account for such indirect taxes to a tax authority, the Assignee shall pay an amount equal to such taxes and the consideration to the Assignor on the due date herein mentioned provided that that Assignor shall issue an invoice(s) as required by applicable law to the Assignee. Where the Assignor is not obliged to account for indirect taxes to a tax authority under applicable law, the Assignor shall still provide the Assignee with an appropriate invoice(s) if required by law. The Assignee shall account for indirect taxes as

required by applicable law on receipt of the appropriate invoice(s). The Assignee shall, if required by the Assignor, provide its local indirect taxes registration number to the Assignor.

- 1.6 Where the Assignee is obliged to withhold tax from any payments due to the Assignor, the Assignee shall be entitled to withhold such tax and pay that over to the relevant tax authority. The Assignee shall notify the Assignor of this obligation and the rate of withholding tax. Where the Assignor is entitled to exemption from or the benefit of a lower rate of withholding tax, the Assignor and the Assignee shall agree to withholding tax at a lower rate. The Assignor shall provide the Assignee with the relevant tax residence certificates (and any other documentation that may be necessary) prior to any payment to enable any exemption from, or reduction of, withholding tax, or otherwise within thirty (30) days of payment. Where Assignor anticipates that it will be unable to provide such documentation within the relevant term, Assignee will withhold such tax at the required rate. The Assignee shall provide the Assignor with the appropriate withholding tax certificate(s) to evidence the amount of tax withheld at source and all such assistance required to obtain credit for or refund of such a withholding. Both the Assignee and the Assignor shall cooperate with each other to mitigate or minimize the impact of such withholding tax implications to either party.
- 1.7 Each Party shall be responsible for all and any taxes due on remuneration payable to its employees and/or subcontractors.
- 1.8 Transfer taxes shall be paid in accordance with applicable law unless otherwise agreed by the Parties.
- 1.9 The payment in Schedule 4 includes all the payments owed by Assignee to Assignor related to the Intellectual Property Rights.
- 1.10 The Assignor agrees to reimburse and hold the Assignee harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of the Assignor under this deed and vice versa.

## **2. WARRANTIES**

- 2.1 The Assignor warrants, represents and undertakes to the Assignee that:
  - (a) The Assignor is the sole owner of the Intellectual Property Rights and has the unrestricted right to use and assign the same, free and clear of all liens and encumbrances other than those disclosed in Schedule 2;
  - (b) To the best of the Assignor's knowledge, information and belief, no third party has any rights in or claims upon any of the Intellectual Property Rights;
  - (c) The Assignor is entitled to sell, assign, convey and transfer all of its right, title and interest in and to the Intellectual Property Rights to the Assignee on the terms set out in this Deed;

- (d) The Assignor has not parted with the ownership, possession or control of, or disposed or agreed to dispose of, or assigned, or granted, or agreed to grant any option or right of pre-emption in respect of, or offered for sale, their right title or interest in any of Intellectual Property Rights; and
- (e) All licenses and alliances which entitle others to use the Intellectual Property Rights are listed in Schedule 2. All other obligations of Assignor (if any) relating to the Intellectual Property Rights are listed in Schedule 2. Assignee only assumes these obligations if expressly provided for in Schedule 2.

### **3. DISCLOSURE OF INFORMATION**

- 3.1 Subject to Clause 3.2, the Assignor shall observe (and shall ensure that their officers and employees shall observe) strict confidence in relation to the Intellectual Property Rights and shall not use the same and shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any of them, except as necessary to meet its obligations towards their licensees, third parties or under applicable laws or following binding court rulings under signed non-disclosure agreements or similar confidentiality provisions. If Assignor intends to disclose Intellectual Property Rights or portions thereof as specified herein, it shall notify Assignee of this intention before disclosure.
- 3.2 This restriction in Clause 3.1 shall continue to apply after the execution of this Deed without limit of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Assignor or any such officer or employee.
- 3.3 Subsequent to the transfer of the Intellectual Property Rights to Assignee, Assignor shall not have the right to in any way make use of the Intellectual Property Rights except as may be set forth in the global agreements signed between Assignor and Assignee, namely (1) the "Intellectual Property Services Agreement", and (2) the "AGS Intellectual Property License" as they may be amended from time to time thereafter.

### **4. MORAL RIGHTS**

The Assignor confirms that it has obtained all necessary written consents and, where appropriate, waivers to all acts and omissions that would otherwise infringe the Moral Rights of any author of the Intellectual Property Rights (or part of the Intellectual Property Rights), to the extent permitted by applicable law.

**Moral Rights** means:

- (a) the right of attribution of authorship;
- (b) the right not to have authorship falsely attributed;
- (c) the right of integrity of the work; and
- (d) any right of a similar nature,

which is conferred by statute and which exists or comes to exist anywhere in the world.

**5. FURTHER ASSISTANCE**

- 5.1 The Assignor further covenants that it will execute all documents, papers, forms and authorizations and depose to or swear all declarations and oaths and do all such things as the Assignee may reasonably require to secure for the Assignee the full benefit of the rights assigned under this Deed.
- 5.2 The Assignor hereby irrevocably appoints the Assignee as its attorney in its name to execute any document and do any act or thing which may be necessary to fulfill its obligations towards third parties under this Deed.

**6. NOTICES**

Unless otherwise agreed, all notices, instructions and other communications to be given to a party under this Deed shall be given to the electronic mail address (confirmed if requested) or facsimile number (confirmed if requested) and to the individual or department nominated by the relevant party and notified to the other party from time to time. Unless otherwise specified, any notice instruction or other communication given in accordance with this clause shall be effective upon receipt.

**7. ENTIRE AGREEMENT**

This Deed constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto. No amendment, modification or waiver in respect of this Deed will be effective unless in writing (including writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of electronic messages on an electronic messaging system and subsequently effected in writing.

**8. SEVERABILITY**

In the event any one or more of the provisions contained in this Deed should be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions under the law of such jurisdiction, and the validity, legality and enforceability of such and any other provisions under the law of any other jurisdiction, shall not in any way be affected or impaired thereby.

**9. APPLICABLE LAW AND ARBITRATION**

- 9.1 This Deed (together with all documents referred to herein) shall be governed by and construed in accordance with the laws of Ireland.
- 9.2 Nothing in this Deed shall override a mandatory law of a particular country which the laws of that country prescribe must apply in a particular situation notwithstanding the choice of Irish law to govern this Deed.

- 9.3 Any disputes arising under or on connection with this Deed shall be referred to and fully and finally determined by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be binding on the parties and may be enforced by the prevailing Party in any court of competent jurisdiction.

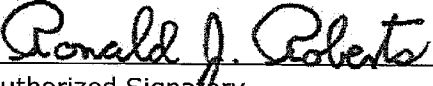
**10. COUNTERPARTS**

This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.



**IN WITNESS WHEREOF** the Parties have caused the Deed to be duly executed by their respective authorised officers as of the Effective Date.

Executed by Accenture Inc. as the Sole Member of Bridge Energy Group LLC acting by the following persons or, if the seal is affixed, witnessed by the following persons:

  
Authorized Signatory

Ronald J. Roberts, Secretary  
Name of the signatory (print)

PRESENT when the common seal )

of ACCENTURE GLOBAL SOLUTIONS LIMITED )

was affixed hereto )

*Brian Connolly*

[Signature of Director 1]

[Signature of Director 2 or Company Secretary]

Name: BRIAN CONNOLLY

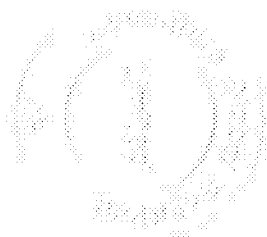
Name:

Title: DIRECTOR

Title:

Date: 14.08.2019

Date:



**SCHEDULE 1****Intellectual Property Rights:**

All intellectual property and industrial property rights worldwide owned by the Assignor, including, but not limited to, patents (including supplementary protection certificates and divisionals), patent applications, trademarks and service marks and associated goodwill, including domain names and other internet keywords, brand names, designs, utility models, trade or business names, know-how, passing-off rights, rights under any unfair competition, publicity or personality rights, copyrights (including moral rights), works of authorship (including computer programs, software, compilations, applications, files and Internet site content), inventions, invention disclosures, processes, methodologies, algorithms, frameworks, models, solutions, trade secrets, know-how, get-up, trade dress or other industrial or intellectual property rights and rights of a similar or corresponding nature, and registrations and applications for registration of any of the foregoing in each case in any part of the world; and

**Patents and Trademark Registrations:**

Enterprise Smart Grid and Demand Management Platform and Methods for Application Development and Management (patent)	Registered	Pat #: 8,468,272 Ser #: 12/831,371	USA
Enterprise Smart Grid and Demand Management Platform and Methods for Application Development and Management (patent)	Registered	Pat #: 8,954,612 Ser #: 13/908,575	USA
Enterprise Smart Grid-Demand Management Platform-Methods for Application Development and Management (patent)	Registered	Pat #: 2010270601 Ser #: 2010270601	Australia
Enterprise Smart Grid-Demand Management Platform-Methods for Application Development and Management (patent)	Abandoned	No. 201080030687.3	China
Enterprise Smart Grid-Demand Management Platform-Methods for Application Development and Management (patent)	Abandoned	<u>No. 2730913</u>	Canada
Enterprise Smart Grid-Demand Management Platform-Methods for Application Development and Management (patent)	Abandoned	No. 284/KOLNP/2011	India

BRIDGE Index	Registered	4724607; International Class 35	USA
GridInteract	Registered	4716710; International Class 9	USA
BRIDGE Energy Group and design	Registered	4631011; International Class 35 and 42	USA

Unregistered intellectual property and tools:

BREAKTHRU 1 - Visual Utility Asset Connector
BREAKTHRU 2 - Analytics Component Catalog
BREAKTHRU 3 - Utility Assets Hierarchy and Classification Repository
BREAKTHRU 4 - Interactive Utility Data Ingestion for Cleansing and Refactoring
BREAKTHRU 5 - Utility Content Delivery Network
BREAKTHRU 6 - Self-scaling Parallel Process for Utility Realtime Data Ingestion
BREAKTHRU Solar Load and Net Forecasting Engine
BREAKTHRU Solar Forecasting Engine

Products:

Product	Version	
BREAKTHRU	BREAKTHRU 4.0	
BREAKTHRU Solar and Net Load Forecasting Engine	BREAKTHRU 4.0	Component of BREAKTHRU
BREAKTHRU Solar Forecasting Engine	BREAKTHRU 3.5, 4.0	Component of BREAKTHRU

**Schedule 2**

**Liens and Encumbrances:**

See SPA

**Licenses:**

See SPA

**Other Obligations of Assignor relating to the Intellectual Property Rights:**

See SPA

**SCHEDULE 3**

Effective Date: June 5, 2019 after the conversion to Bridge Energy Group, LLC

## **Schedule 4**

### **Payments**

#### **(a) Original Purchase Price**

Subject to the true up mechanism set forth in subsection (b) below, the purchase price consideration for the assignment of the Intellectual Property Rights pursuant to the Deed shall be [REDACTED] for the Intellectual Property of Assignor (hereinafter the "**Original Purchase Price**"). The Original Purchase Price is exclusive of any taxes under section 1.5, if any.

The Assignee shall pay the Original Purchase Price within 60 days after the execution of the Deed to an account indicated by the Assignor. The settlement of the Original Purchase Price shall occur in USD. The currency exchange rate at the date of settlement shall apply.

#### **(b) Determination of the Adjusted Purchase Price**

In order to validate or, as the case may require, adjust the Original Purchase Price to the market conditions, the Parties agree to the following true up mechanism:

Without delay after the execution and consummation of this Deed, the Assignor and the Assignee will jointly mandate Duff & Phelps as the Appraiser to conduct an independent valuation of the Acquired Assets. The Appraiser shall be instructed to issue a written report to the Assignor and the Assignee, within not less than 30 days after the date of the instruction. The report will set forth the following:

- The "**Adjusted Purchase Price**"
- Valuation Methodology
- Further relevant factors

The costs of such valuation will be shared 50-50 between the Parties.

#### **(c) Adjusted Purchase Price exceeds the Original Purchase Price**

In the event the Adjusted Purchase Price exceeds the Original Purchase Price, the Assignee agrees to pay such amount which exceeds the Original Purchase Price (the "**Surplus**") to Assignor within 60 days of the issuance of the valuation report.

Assignee will pay any such Surplus to Assignor within 60 days after the Adjusted Purchase Price has been determined by the Appraiser.

**(d) Adjusted Purchase Price below Original Purchase Price**

In the event the Adjusted Purchase Price is below the Original Purchase Price, the Assignor agrees to reimburse to the Assignee such amount which is below the Original Purchase Price (the "**Shortfall**") within 60 days after the final portion of the Adjusted Purchase Price has been determined by the Appraiser.